

ported the collections from the various districts at the conference as follows: Newark, \$6,159;

tion, \$642. This makes a total increase of \$909 in the
ence over the preceding year. The audience subscrib

to make the gain \$1,000. Bishop Haven spoke for all the good work done in Africa by missionaries, particularly in Liberia, and asked that there should be continued effort for that field of work. In the memorial services for the Bishop James addresses were made by Bishop Peck, the Rev. L. R. Dunn, the Rev. Drs. J. S. Porter and Hurst.

late Rev. J. D. Blaine, and Bishop Peck addressed the n

THE COURTS.

TELEGRAPH RIVLRY.

POINTS IN THE DECISION GRANTING AN INJUNCTION AGAINST THE USE OF THE WIRE BETWEEN CINCINNATI AND PARKERSBURG BY THE ATLANTIC AND PACIFIC COMPANY.

CINCINNATI, March 30.—In the Court of common Pleas of Hamilton County, Ohio, Judge Burroughs yesterday rendered a decision in the case of the Western Union Telegraph Company against the Marietta and Cincinnati Railroad Company, and the Atlantic and Pacific Telegraph Company, granting a perpetual injunction against the use of a wire recently erected between Cincinnati and Parkersburg by the defendants. Following are the principal points:

In the year 1857 the Marietta and Cincinnati Railroad Company, as originally organized, entered into a contract with Annes Kendal and his partners, now the name of the Marietta and Cincinnati Telegraph Company, for the putting up of a wire on the poles as they stood on the line of the Marietta and Cincinnati Railroad Company from Marietta to Cincinnati, and for the common enjoyment and use of the telegraph line to be put up and of the line that was already on the line. The poles were to be used in accordance with the Cincinnati and Marietta Railroad Company and his associates assigned to the Atlantic and Pacific Telegraph Company, and the Cincinnati and Western Telegraph Company, which company carried a line from Parkersburg to Baltimore under a contract with the Baltimore and Ohio Railroad Company. The Western Union Telegraph Company's original contract between Kendal and his associates the Marietta and Cincinnati Railroad provides that the latter company should have the use of the telegraph line for general through business of telegraph

be secured to Kendall and his associate, and a right of way was granted to the plaintiff for having the right to use for its own business the Western telegraph from Wheeling to Baltimore. The telegraph company was to have the right to wire on the line of the Marietta and Cincinnati railroad, and the railroad company was to have the right for the joint or common use of this line of telegraph on the right of way of the railroad company. The contract provided that the railroad company was to provide for the extension of the contract after expiration of that time, subject to the right of the telegraph company to purchase the right of way. The telegraph company having purchased of Kendall and associate, as well their interest in the line of telegraph, the plaintiff was assigned to the plaintiff, so that the plaintiff became possessed of all the rights that the railroad company originally possessed in the use of performing all its obligations. Now the railroad company without consent of plaintiff has purchased the right of way of the telegraph company with a view to the extension of the contract. Since the reorganization of the company which bought the road with the line of telegraph, the plaintiff has been the owner of the road on both sides, each party expending money under it all respects recognizing its validity and continuing to be accountable to say either party was bound by its provisions.

It is claimed, however, by defendant that the plaintiff is in a contract with the railroad company in violation of the contract, and that one of the chief purposes for which the agreement was originally made was to be completed within the term of the contract beyond the term of the road at Marietta to more, and to the connections at the Western telegraph company, and that the plaintiff is in violation of the Western Telegraph Company under its

with the Baltimore and Ohio Company has ceased the contract between them, to be valid only as to this company; and that that company has expired the limitations of its charter, and that, therefore, the contract is at an end; and that the Western Union Telegraph Company, the assignee of the Western Union Telegraph Company, has no longer any rights over that road, and cannot transmit the messages of that road, and Marlette Company over that road.

[illegible]

company yet a subsequent continuance of the contract, and the fact that the defendant is a valid and necessary part of the graph company should resume. There is evidence to show that since the 4th of February some books taken for the reorganization of the Western Graph Company. * * *

I contrast the effect of the contract to be that as long as the Western Tele Company and the defendant are in the same business, the defendant is not to be a party to the contract; so that the plaintiff has the right to an injunction against the defendants to prevent them from using the books in violation of the contract with Kendall and his associates for their business.

CIVIL NOTES.

The jurors in the United States courts for the district ending June 1, 1876, are receiving their pay. Marshal Payne, Congress having voted a delinquent apportion at its last session.

In the Superior Court, Trial Term, before J. Van Vorst, the jury in the case of Arthur Gilman vs. Marcella B. Stevens brought in a verdict for possession of the plaintiff. Mr. Gilman had been paying for an apartment-house which was not built, and asked for a balance due him for plans and services in building Stevens apartment-house. The plaintiff counterclaimed for the balance in the purchase of the house, which was built. The jury awarded Mr. Gilman \$3,000.

CRIMINAL NOTES.

At the Essex Market Police Court yesterday, complaint of Charles F. French vs. John J. Bowers, for a disorderly house at No. 265 Bowery, better known as the "Barnum," was heard.

A colored preacher named Joseph H. Hunt

of \$25, \$40, \$50, \$75, \$100, \$125, \$150, \$175, \$200, \$225, \$250, \$275, \$300, \$325, \$350, \$375, \$400, \$425, \$450, \$475, \$500, \$525, \$550, \$575, \$600, \$625, \$650, \$675, \$700, \$725, \$750, \$775, \$800, \$825, \$850, \$875, \$900, \$925, \$950, \$975, \$1,000, \$1,025, \$1,050, \$1,075, \$1,100, \$1,125, \$1,150, \$1,175, \$1,200, \$1,225, \$1,250, \$1,275, \$1,300, \$1,325, \$1,350, \$1,375, \$1,400, \$1,425, \$1,450, \$1,475, \$1,500, \$1,525, \$1,550, \$1,575, \$1,600, \$1,625, \$1,650, \$1,675, \$1,700, \$1,725, \$1,750, \$1,775, \$1,800, \$1,825, \$1,850, \$1,875, \$1,900, \$1,925, \$1,950, \$1,975, \$2,000, \$2,025, \$2,050, \$2,075, \$2,100, \$2,125, \$2,150, \$2,175, \$2,200, \$2,225, \$2,250, \$2,275, \$2,300, \$2,325, \$2,350, \$2,375, \$2,400, \$2,425, \$2,450, \$2,475, \$2,500, \$2,525, \$2,550, \$2,575, \$2,600, \$2,625, \$2,650, \$2,675, \$2,700, \$2,725, \$2,750, \$2,775, \$2,800, \$2,825, \$2,850, \$2,875, \$2,900, \$2,925, \$2,950, \$2,975, 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A COMPOSITOR MISSING.

It was reported at Police Headquarters evening that Nelson Fenemarker, of No. 263 D St., had been missing from his house several days, he was last seen by his family he had just started office of THE TRIBUNE, where he was employed compositor. He is described as about 40 years of age, five feet high, and stout in build, with dark hair and mustache, and was dressed in dark clothes.

"**QU'Z EXCUSE,**"—Intending Purcell was well, but if he's all you say, what reason had Mr. Hissman for selling him?" Horse Dealer. "At Abbeville, if yer was to me I could excuse it all." If U'n.

"**And this,"** said a City Editor, when he slammed the top of the organ down upon the metal, after fruitlessly grinding "Beastful Spring" against the black keys, "is the musical culture of Boston; and, snuffing" — a pulsating one-lug too, bodiless! — in the language of Italy, he turned his face sadly toward the window.